



American Postal Workers Union, AFL-CIO

1300 L Street, NW, Washington, DC 20005

February 12, 1996

William Burrus
Executive Vice President
(202) 842-4246

Dear Tony:

As a result of RBCS implementation, District managers have initiated plans reducing the number of LSM operators and notified local unions of excessing and reassignment. These notifications have not been consistent with provisions of the National Agreement which requires at Article 12.B4 that, "The union shall be notified in advance (as much as six (6) months whenever possible), such notification to be at the regional level, except under A.4 above, which shall be at the local level."

National Executive Board

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Executive Vice President

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Central Region

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Eastern Region

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Northeast Region

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Southern Region

Raydell R. Moore
Western Region

The notices being provided at the regional and local levels have not been six months in advance even though the Postal Service had sufficient advance knowledge of the opening of RBCS sites and the resulting impact.

The union interprets the national agreement as requiring six months advance notice (when possible) at the regional and local levels prior to the reassignment of employees. This notification can be in the form of a special impact statement or notice of excessing, but notice must be made within the required time limit. If the employer disagrees with this specific requirement, please respond that we may resolve our disagreement.

Sincerely,


William Burrus

Executive Vice President

Anthony J. Vegliante, Manager
Grievance & Arbitration Division
475 L'Enfant Plaza, SW
Washington, DC 20260

WB:rb

LABOR RELATIONS



February 28, 1996

Mr. William Burrus
Executive Vice-President
American Postal Workers
Union, AFL-CIO
1300 L Street, NW
Washington, DC 20005-4107

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MAR 1996
Received
Office of the
Secretary
1200 K Street

Dear Mr. Burrus:

This letter is in response to your February 12 correspondence requesting the Postal Service's position with reference to the Article 12 provision on advance notification, specifically the principle and requirement that, "The union shall be notified in advance (as much as six (6) months whenever possible), such notification to be at the regional level, except under 4.A above, which shall be at the local level."

The language and intent of the provision are clear. The language calls for advance notification, as much as six months in some cases, but at the regional level, not the regional and local levels as you propose in paragraph 3 of your letter, and clearly only in those cases where it is possible. We would strongly disagree with your argument that the six months is somehow now a mandatory minimum notification because you conclude that the Postal Service knows of "the opening of RBCS sites and resulting impact."

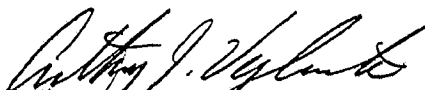
Contrary to this conclusion the APWU has reached, the Postal Service does NOT know all the specific impacts of RBCS simply because we know the deployment schedule. The work that has to be done to comply with the procedures in Article 12 is time consuming, complex and are constantly changing. In addition, it was clearly recognized by the parties that six months was, at best, a maximum notification when in 1989, the parties agreed to a minimum regional notification of 90 days. By the very nature of setting a minimum, the conclusion is clear that the parties did not expect six months advance notification in every case, including those that were a result of automation, of which RBCS is obviously a part.

We are and will continue to make every effort possible to determine the employee impacts of RBCS and inform the APWU as far in advance as possible, six (6) months we can.

However, we strongly disagree that six months advance notification is or can ever be an absolute requirement, no matter what general argument is made by the APWU about a specific Postal Service initiative. We disagree with the national APWU's assertions and attempting to alter the intent of the provisions agreed to in the collective bargaining agreement.

If you do not agree, please state why you do not agree and clarify your request. If there are any questions, do not hesitate to contact Peter Sgro of my staff at 202-268-3824.

Sincerely,



Anthony J. Vegliante
Manager

Contract Administration APWU/NPMHU



American Postal Workers Union, AFL-CIO

1300 L Street, NW, Washington, DC 20005

April 18, 1990

William Burrus
Executive Vice President
(202) 842-4246

Dear Mr. Mahon:

As a result of automation deployment and the resulting excessing, employees recovering from on and off the job injuries must be considered in the excessing.

National Executive Board

Moe Biller
President

William Burrus
Executive Vice President

Douglas C. Holbrook
Secretary-Treasurer

Thomas A. Neill
Industrial Relations Director

Meth D. Wilson
Director, Clerk Division

Thomas K. Freeman, Jr.
Director, Maintenance Division

Donald A. Ross
Director, MVS Division

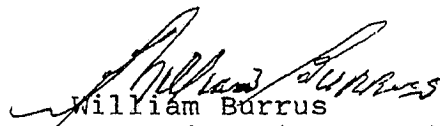
George N. McKeithen
Director, SDM Division

Norman L. Steward
Director, Mail Handler Division

Employees of the craft identified for excessing purposes are included by seniority in determining who will be excessed. Employees of other crafts who are temporarily assigned to the craft identified for excessing must be returned to their craft prior to excessing employees from a section, craft or installation.

Please respond as to the employer's interpretation of the contract as it applies to the assignment of ill or injured employees when excessing occurs.

Sincerely,


William Burrus
Executive Vice President

Regional Coordinators

James P. Williams
Central Region

Philip C. Flemming, Jr.
Eastern Region

Elizabeth "Liz" Powell
Northeast Region

Archie Salisbury
Southern Region

Raydell R. Moore
Western Region

Joseph J. Mahon, Jr.
Asst. Postmaster General
U.S. Postal Service
475 L'Enfant Plaza, SW
Washington, DC 20260-4100

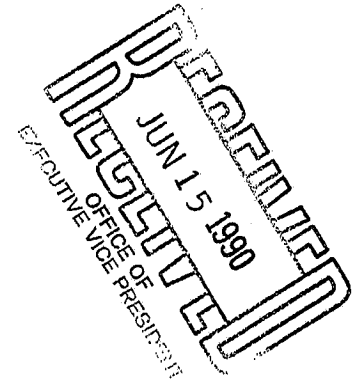
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UNITED STATES POSTAL SERVICE
Labor Relations Department
475 L'Enfant Plaza, SW
Washington, DC 20260-4100

June 11, 1990

Mr. William Burrus
Executive Vice President
American Postal Workers
Union, AFL-CIO
1300 L Street, NW
Washington, DC 20005-4128



Dear Bill:

This letter is in response to your April 18 correspondence requesting management's interpretation of the contract as it applies to the assignment of ill or injured employees when excessing occurs.

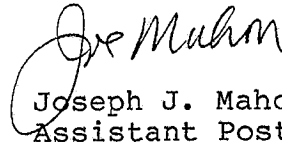
Management's interpretation of Article 12 of the contract is that, when excessing occurs in a craft, either within the installation or to another installation, the sole criteria for selecting the employees to be excessed is craft seniority. Whether or not a member of the affected craft is recovering from either an on- or off-the-job injury would have no bearing on his/her being excessed.

In the case of other craft employees who are temporarily assigned to the craft undergoing the excessing, they would have to be returned to their respective crafts. This is in accordance with the provisions of Article 13, Section 4.C. which reads:

" The reassignment of a full-time regular or part-time flexible employee to a temporary or permanent light duty or other assignment shall not be made to the detriment of any full-time regular on a scheduled assignment or give a reassigned part-time flexible preference over other part-time flexible employees."

If there are any questions concerning this matter, please contact Robert Ledoux of my staff at 268-3823.

Sincerely,

A handwritten signature in cursive script that reads "Joe Mahon". The signature is written in dark ink and is positioned above the typed name.

Joseph J. Mahon, Jr.
Assistant Postmaster General



American Postal Workers Union, AFL-CIO

1300 L Street, NW, Washington, DC 20005

December 18, 1989

William Burrus
Executive Vice President
(202) 842-4246

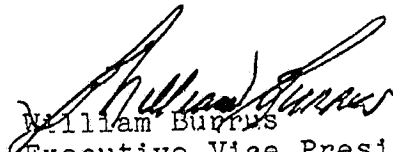
Dear Mr. Vegliante:

In continuation of our discussions on the excessing and reassignment of employees, recent developments demonstrate that the parties at the local and regional level are misapplying provisions of Article 12 and further clarification would reduce misunderstandings and grievances.

Because of current management efforts to realign the mail processing workplace, excessing is occurring in most facilities with no uniform application of contractual procedures.

Enclosed are the issues of concern. It is important that we meet at the earliest opportunity to discuss these issues.

Sincerely,


William Burrus
Executive Vice President

Anthony Vegliante
Labor Relations Department
U.S. Postal Service
475 L'Enfant Plaza, SW
Washington, DC 20260-4100

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Enclosure

National Executive Board

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William Burrus
Executive Vice President

Douglas C. Holbrook
Secretary-Treasurer

Thomas A. Neill
Industrial Relations Director

Kenneth D. Wilson
Clerk Division

I. Wevodau
Director, Maintenance Division

Donald A. Ross
Director, MVS Division

George N. McKeithen
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Eastern Region

Lawrence Bocchiere III
Northeast Region

Archie Salisbury
Southern Region

Raydell R. Moore
Western Region

We have previously reached agreement on the application of Section 5B4 (advance notice to the Union) when employees are excessed from the installation. While our agreement does not specifically address excessing within an installation there exist specific provisions requiring advance notice. The Impact Report requires a minimum of 90 days advance notice; we have agreed to a minimum of 90 days notice for the withholding of positions and contractual language requires six months whenever possible.

It would be in the interest of both parties to establish a minimum notice period when relocation of employees occurs within an installation. Additionally, there is a general misunderstanding on the sequential options of employees and the employer when there is a reduction of employees within a craft or installation.

Section 5C4B does not include the specific reference contained in 5C5A(4) and 5C5B(1) regarding assignment to a lower level. It is important that we interpret the sequential options of excessing:

- 1) Within the craft and installation
- 2) Outside the craft within the installation
- 3) Outside the installation within the craft
- 4) Outside the installation outside the craft

It is important that we interpret retreat rights and the meaning of "minimum qualifications as included in Section 5B9 and 5C5B(2).

1. Article 12 Section 5 B 4

Agreement has been reached on the application of this language when excessing requires the reassignment of employees from the installation.

Sub Section B 4 applies similarly to excessing to the needs of a Section (C4) with the change of where notice is provided.

A memorandum is needed to clarify that the 6 months (whenever possible) applies to Section excessing and it would serve the parties to agree to a minimum period to eliminate grievances to define the word "possible".

2. There is general misunderstanding on the sequential options of employees and the employer when the employer decides to reduce the number of clerks.

The Union's interpretations on Subsections 4 and 5 are as follows:

1. The movement of clerks from one identified section to another within a facility is governed by Subsection 4 which limits such excessing among employees of the "same level."

In contrast to the provisions of C5A(4) which explicitly provides for excessing "to the same or lower level" there are no provisions for involuntary excessing to a lower level and such must be to the same level.

This position is further supported by the provisions on retreat rights (4c). The language provides for retreat to vacancies for which an employee is eligible to bid as opposed to applications as required of employees of a lower level.

In addition, 4b provides that "they shall retain their seniority." This conflicts with provisions of Article 37 2B 1A which limits the accrual of seniority when service within a level is interrupted.

Article 37 3A10 also limits the right of an employee to "bid" on an assignment including a change of level except as specifically listed. This would conflict with the application of Art. 12 C4 if it were interpreted to mean that employees may be reassigned to a lower level

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within the craft and installation as all such reassigned employees would not be eligible to bid.

Based upon the above cited provisions, the Union interprets the sequence of excessing within the clerk craft to be as follows:

1. Within the craft from one section to another within the same level.
2. Outside the craft, within the installation, to the same or lower level.
3. Outside the installation in the same craft to the same or lower level.
4. Outside the installation in other crafts in the same or lower level.

Recognizing the imposition on the employees and the employer to limit reassignment within the craft and installation to the same level, the Union is receptive to discussing the option of employees to volunteer for excessing to a lower level within the installation provided that the questions of seniority, bidding rights, and minimum qualifications are resolved.

SENIORITY IN CRAFT, LEVEL OR SENIORITY PREVIOUSLY OBTAINED - RETREAT RIGHTS TO FORMER LEVEL - bidding rights WITHIN LEVEL WITH SENIORITY AS PER CRAFT ARTICLE
MVS VOLUNTARY C.S.G. INCLUDE

EL 303 Qual Standards

DEFINE MINIMUM QUALIFICATIONS FOR EXCESSING
TEST AND QUALIFICATIONS

SKILLS & EDUCATION
ETC

Volunteers WITHIN CRAFT MUST MEET MINIMUM QUAL,
OUTSIDE CRAFT
OTHER INSTALLATIONS

MEMORANDUM OF UNDERSTANDING BETWEEN
THE UNITED STATES POSTAL SERVICE
AND THE
AMERICAN POSTAL WORKERS UNION, AFL-CIO

The parties mutually agree that the following provisions apply when clerk craft employee excessing is impacted by technological or mechanization changes and employees are placed in assignments requiring the entrance exams of ON-400, ON-440 and ON-450.

- (1) Excessed employees who have not passed the required entrance exam may request, in writing, placement in a lower level residual vacancy within or outside the installation in lieu of placement in vacancies in the same or another craft. The seniority of such employees after reassignment shall be established pursuant to Article 37, Section 2.

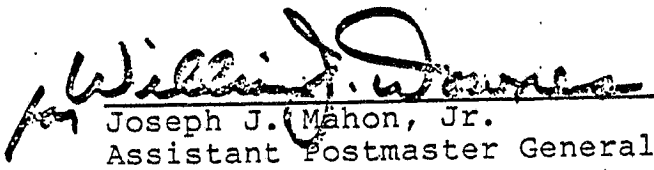
This option to waive the required exam and begin the accrual of seniority in the lower level position shall be available only at the time the employee is excessed and exercises a choice of assignment. Subsequent waivers may be made only through the application for vacancies as provided in paragraph 3.

- 2) Excessed employees who do not request placement in a lower level and for whom no vacancies exist within or outside the craft in the same level within a 35-mile radius may be involuntarily assigned to the duties of a lower level vacancy. If no vacancies exist within a 35-mile radius, the Employer will meet with the Union at the regional level to identify vacancies beyond the 35-mile radius. (The parties agree that the 35-mile radius specified above is agreed to for purposes of this Memorandum and has no bearing on the parties' positions in other circumstances.)

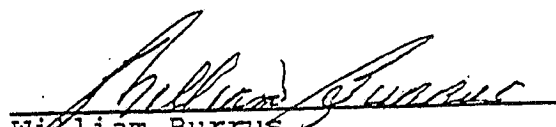
- (a) While assigned to the duties of a position for which the employee is not qualified on the entrance exam, such employees may submit application for residual vacancies in the lower level position to which they have been assigned. Their applications will be considered by seniority for residual vacancies that are unbidded.

- (b) While assigned to the duties of a lower level position, employees who fail to bid or apply for all vacancies in their wage level in the installation to which assigned will void their rate protection, and they will assume the salary level of the duties to which they have been assigned. Such reassigned employees' seniority for bidding will be established pursuant to the craft provisions.
- (c) Those who bid for positions in their wage level, but who are unsuccessful will be considered unassigned regulars and may be placed in residual vacancies within their wage level to positions for which they meet the minimal qualifications (Article 37, Section 3.F.10).
- (3) Employees involuntarily placed in a vacant assignment, exercising a choice of vacancies or successful applicants to vacant positions, shall retain retreat rights to vacancies for which they are eligible. After exercising retreat rights, their seniority shall be established as though their service has been continuous in the position to which they retreated.
- (4) Employees excessed pursuant to the utilization of automation under 1, 2 or 3 above shall maintain rate protection under the provisions of Article 4.
- (5) Employees who have been identified as excessed and who are provided choices of existing vacancies shall be covered by the provisions of 1 through 4 and shall be treated as having been involuntarily excessed.

The parties mutually agree that the provisions of this agreement are not representative of their positions on other issues and may not use this document to further their arguments on other issues. The parties recognize the need to incorporate the principles above in the collective bargaining agreement and will address these issues in the 1990 negotiations. Subsequently, this agreement will expire on November 20, 1990, unless mutually extended by the parties.


 Joseph J. Mahon, Jr.
 Assistant Postmaster General
 Labor Relations Department
 U.S. Postal Service

5-31-90
 (Date)


 William Burrus
 Executive Vice President
 American Postal Workers
 Union, AFL-CIO

6-1-90
 (Date)